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Suzanne Henderson

Suzanne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

LEASE AMENDMENT AGREEMENT

THE STATE OF TEXAS

§

§

COUNTY OF TARRANT

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KNOW ALL MEN BY THESE PRESENTS:

WITNESSETH:

Whereas, on April 8, 2008, New Beginnings Real Estate, as Lessor, entered into an Oil and Gas Lease with Paloma Barnett, LLC, as Lessee, covering lands located in Tarrant County, Texas (the "Lease"); and was recorded as Tarrant County Clerk Document No. D208130870, Official Public Records, Tarrant County, Texas; and

Whereas, Paloma Barnett, LLC conveyed all of its right, title and interest in and to the Lease to Chesapeake Exploration, L.L.C. by Assignment, Bill of Sale and Conveyance dated effective March 31, 2008, which was recorded as Tarrant County Clerk Document No. D208127878, Official Public Records, Tarrant County, Texas (the "Paloma Assignment"); and

Whereas, Lessor and Chesapeake Exploration, L.L.C. (as successor Lessee) desire and it is their intent to amend the Lease to (a) correct effective date of the lease agreement (b) to confirm the Lease, as amended herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lessor, the undersigned Lessor does hereby amend the Lease as follows:

Effective Date of Lease Agreement shall be amended to read 21st day of January, 2008.

In the event of a conflict between the provisions contained in this instrument and any other provisions contained in the Lease or Lease Memorandum, the provisions contained in this instrument shall prevail to the extent of such conflict; in all other respects the Lease and the Lease Memorandum shall remain in full force and effect.

The Lessor agrees and declares that the Lease and Lease Memorandum, as amended herein, is binding upon the Lessor and is a valid and subsisting Oil and Gas Lease. For the same consideration recited above, Lessor does hereby adopt, ratify and confirm the Lease and Lease Memorandum, as amended, and does hereby lease, let and demise to Chesapeake Exploration, L.L.C. (as successor Lessee), the lands described in the Lease and Lease Memorandum, as amended herein, subject to and in accordance with all of the terms and provisions of said Lease and Lease Memorandum, as amended herein.

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The provisions of this instrument shall be binding upon the undersigned, their respective heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed as of the date of acknowledgment of signature below, but shall be deemed effective for all purposes as of January 21, 2008.

Lessor:

New Beginnings Real Estate

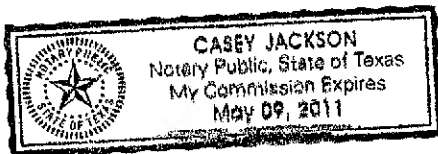
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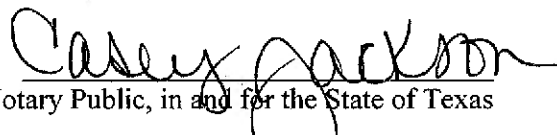
Tommy Davis, President

ACKNOWLEDGMENTS

STATE OF TEXAS §
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COUNTY OF TARRANT §

This instrument was acknowledged before me on the 7 day of May, 2008, by Tommy Davis, as PRESIDENT of New Beginnings Real Estate on behalf of said corporation.




Notary Public, in and for the State of Texas